

# EXHIBIT 31

Message

---

**From:** James B. Peloquin [JPeloquin@connkavanaugh.com]  
**on behalf of** James B. Peloquin <JPeloquin@connkavanaugh.com> [JPeloquin@connkavanaugh.com]  
**Sent:** 3/15/2021 3:08:10 PM  
**To:** Rich Roberts <rich@truestconstructionservices.com> [rich@truestconstructionservices.com]  
**CC:** dp@1100architect.com <dp@1100architect.com> [dp@1100architect.com]  
**Subject:** 38 & 44 Highgate, Wellesley, MA  
**Attachments:** 166\_2a61c4c3-1df6-4812-b11e-a4b90f9beda8.png; Notice of Termination\_WIthdrawal of Services.PDF

To Whom It May Concern:

This office represents 1100 Architect, P.C. Enclosed please find the following:

- NOTICE OF TERMINATION/WITHDRAWAL OF SERVICES AND INSTRUMENTS OF SERVICE REGARDING 38 & 44 HIGHGATE, WELLESLEY, MASSACHUSETTS (“Project”).

Regards,  
Jim Peloquin

**James B. Peloquin**  
[JPeloquin@connkavanaugh.com](mailto:JPeloquin@connkavanaugh.com)



One Federal Street, 15th Floor  
Boston, MA 02110  
Tel (617) 348-8205  
Fax (617) 482-6444  
[www.connkavanaugh.com](http://www.connkavanaugh.com)

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by return e-mail and permanently delete the original and any copy of this e-mail message and any printout thereof.

**NOTICE OF TERMINATION/WITHDRAWAL OF SERVICES  
AND INSTRUMENTS OF SERVICE REGARDING  
38 & 44 HIGHGATE, WELLESLEY, MASSACHUSETTS ("Project")**

Until recently, 1100 Architect, P.C. ("1100") has been the architect of record with regard to the above-referenced Project. On February 17, 2021, per its agreement with the Project Owner, 1100 gave notice of its intent to suspend and later terminate its services for non-payment. Subsequently, following a 15 day waiting period contemplated by the parties' agreement, 1100 terminated its services. As of March 4, 2021, 1100 no longer is performing services in connection with the Project.

This situation has numerous ramifications. First, in terminating services for non-payment, per its agreement, 1100 also terminated the license to use 1100's Instruments of Service for the Project. (For purposes of this notice 1100's Instruments of Service include those of 1100's hired consultants.) These include 1100's plans, drawings, specifications, reports, documents and related materials prepared by 1100, and any other products of 1100's work with respect to the Project. 1100 considers any continued use of its Instruments of Service to be without legal authority, and 1100 reserves all rights to seek legal and equitable relief associated with such unauthorized use.

Notwithstanding the foregoing, as well as prior notice thereof to the Project Owner, it has come to 1100's attention that its Instruments of Service continue to be utilized at the Project. 1100 and its consultants will not be responsible for any such ongoing use, including any alterations made in or to the documents by the Project Owner or anyone other than 1100, or for the use or adaptation of the documents by the Project Owner or others without 1100's participation and consent. Such use of 1100's Instruments of Service is without 1100's consent or further responsibility.

Additionally, any adaptation, alteration, reproduction, or use of 1100's Instruments of Service by the Project Owner or others will be at their sole risk and expense and without liability to 1100 and/or its consultants.

Finally, to the fullest extent permitted by law, 1100 reserves its rights to seek complete defense and indemnity for 1100 and its consultants arising out of any and all claims, liabilities, losses, damages, judgments, awards, costs, and attorneys' fees arising from, related to, or in any manner in connection with the ongoing use, adaptation, alteration, reproduction, or transfer of 1100's Instruments of Service.

1100 ARCHITECT, P.C.